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SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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Executive Director

ANDREW B. FREMIER
Deputy Executive Director

January 25, 2010

INVITATION FOR BID

Letter of Invitation

For Call Box Maintenance

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to respond to this Invitation for Bid (IFB) for:

Call Box Maintenance

MTC SAFE is soliciting bids for a Contractor to provide maintenance, repairs, and other related field services to its call box system.

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid call box system in the nine Bay Area counties. The MTC SAFE Call Box Program provides a system of 2,200 call boxes on about 1,100 miles of freeways and expressway. These call boxes allow motorists to request roadside assistance.

The system of call boxes requires extensive year-round maintenance, repairs, and other related fieldwork to ensure the proper functioning and appearance. The exact number of repairs and maintenance visits greatly each month by location, season, and other variables. Concurrent with the release of this IFB, MTC SAFE is installing call boxes on Bay Area bridges, new tunnels, and implementing a site mitigation project all of which will affect the total number of call boxes in the MTC SAFE system.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Bid Form, Reference Form, Key Personnel Assignments, Subcontractor List, and MTC SAFE Standard Contract Purchase Order Form comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by 4:00 p.m. on Thursday, February 18, 2010. **Bids received after that date and time will not be considered.** All

bids must be completed and submitted on the enclosed *Appendix B, Bid Form*, along with *Appendix C, Reference Form*, *Appendix D, Key Personnel Assignments*, and *Appendix E, Subcontractor List*, in order to be considered. Bidders who do not complete all appendices risk being found non-responsive. A submitted bid shall be considered a firm offer to enter into a contract for the services. Bids must be honored for a period of one hundred fifty (150) days from date of submittal.

Any addenda to this IFB that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein.

MTC SAFE Point of Contact

Bids should be submitted to the Project Manager at the address shown below. All inquiries related to this IFB should be submitted via email to spow@mtc.ca.gov.

Stefanie Pow, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Minimum Qualifications

To be eligible to submit a bid, a bidder must have:

- 1) An office located within the nine San Francisco Bay Area counties where supplies are stored and repairs will be made, as necessary;
- 2) An established call box maintenance system to record and track call box repairs and other archived data. The same system must also communicate with each call box in the MTC SAFE system for diagnostic checks and reporting of issues;
- 3) A currently employed day-to-day lead technician responsible for communicating issues with the MTC SAFE project manager who has more than two (2) years of call box management experience and whose time is at least 50% dedicated to the MTC SAFE project;
- 4) At least five (5) years of experience maintaining roadside equipment with similar technology of which three (3) years must be experience in maintaining a call box system.

Bidders will be required to verify these qualifications prior to the award of contract.

Other Qualifications

In addition to the qualifications listed above, bidders must have current knowledge of the CHP/Caltrans Call Box Guidelines and Americans with Disabilities Act (ADA) requirements.

Bidders Conference

The bidders conference will be held at 2:00 pm on Wednesday, February 3, 2009 in the 3rd floor “Fishbowl” Conference Room at MTC.

Scope of Work and Schedule

The Scope of Work and Payment Schedule for this project are described in *Appendix A* to this IFB. Section III of this IFB, Special Conditions, also contains substantive requirements with which you must fully comply in order to guarantee your responsiveness to this IFB.

The Purchase Order (PO) contract resulting from this IFB will commence on July 1, 2010 until June 30, 2011 with the option at the sole discretion of MTC SAFE to extend the PO contract for an additional six years, in increments established by the MTC Operations Committee.

Contractor Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A contract, if awarded, will be to the responsible bidder submitting the lowest responsive bid as indicated in the “Typical Month Bid Price” space in *Appendix B, Bid Form*. The lowest responsive bidder will be required to provide certification of insurance within five (5) business days of notice of award. If the lowest responsive bidder can not provide the required insurance to MTC SAFE within five (5) business day’s of notice of award, MTC SAFE at its sole option may deem that bidder unresponsive and move the award to the next lowest responsive responsible bidder.

Bidder Selection Timetable

Wednesday, February 3, 2010; 2:00 p.m.	Conference, MTC, 3 rd Floor “Fishbowl” Conference Room, 101 Eighth St. Oakland, CA
Friday, February 5, 2010; 2:00 p.m.	Closing date & time of request for clarifications and exceptions
Thursday, February 18, 2010, 4:00 p.m.	Closing date & time for receipt of bids & bid opening.
Friday, March 12, 2010	MTC Operations Committee consideration of recommendation for award
June 2010	Execution of Purchase Order Contract

General Conditions

MTC SAFE reserves the right to award a contract or to reject all bids.

A signed MTC SAFE PO contract mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents

referenced herein, any deviations from the specifications expressly accepted by MTC SAFE, and all terms and conditions of the PO. General Conditions of the MTC SAFE PO are included in this IFB as *Appendix F*.

If a bidder wishes to propose a change to any provision of this IFB, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of proposals listed above. If no such change is requested, the Contractor will be deemed to accept MTC SAFE's PO Terms and Conditions.

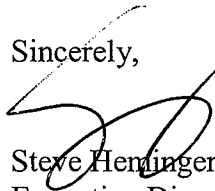
The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in Section III, Special Conditions, Article M, Insurance, as summarized in *Appendix F-1*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Section III, Special Conditions, Article M, Insurance, as summarized in *Appendix F-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful bidder. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective bidder are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting IFB provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this IFB, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC SAFE

The Executive Director of MTC SAFE will recommend the successful bidder to the MTC Operation Committee, which will commit MTC SAFE to the expenditure of funds in connection with this IFB.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

SH: SP

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INVITATION FOR BID

by

**METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAY AND EXPRESSWAYS**

for

CALL BOX MAINTENANCE

January 22, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. Directions

The provisions set forth below specify the standards by which bids will be received and considered by MTC SAFE. Bids not complying with these provisions may be considered non-responsive by MTC SAFE.

In order to be considered, your bid package shall include the completed forms listed below. Bidders who do not complete all appendices and include in their bid package risk being found non-responsive.

- *Appendix B, Bid Form*
- *Appendix C, Reference Form*
- *Appendix D, Key Personnel Assignments*
- *Appendix E, Subcontractor List*

B. Definitions

1. MTC SAFE: Metropolitan Transportation Commission Service Authority for Freeway and Expressways
2. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
4. Contractor: The Bidder to whom a purchase order or contract is mailed or otherwise offered.
5. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC SAFE.
6. Contract: A signed MTC SAFE Purchase Order Contract mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC SAFE, and all terms and conditions of the Purchase Order Contract.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

The bid price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon MTC SAFE if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC SAFE.

6. Addenda and Interpretations

MTC SAFE will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Stefanie Pow MTC, 101 - 8th Street, Oakland, CA 94607-4700. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

7. Deviations

MTC SAFE reserves the right to permit deviations from the specifications if an article offered is deemed by MTC SAFE to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

8. Examination of Plans, Specifications and Sites

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

9. Submission

Only bids submitted on the furnished bid form in *Appendix B* will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to MTC SAFE by the time, on the date, and at the location indicated for receipt of bids.

10. Withdrawal Before Bid Opening

No bids may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by MTC SAFE prior to the time indicated for receipt of bid.

11. Protest of Specifications

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by MTC SAFE and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

12. Relief of Bidder after Bid Opening

Unless MTC SAFE in its sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and MTC SAFE agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave MTC SAFE written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened publicly and publicly announced at MTC's offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

3. Discretion of MTC SAFE

MTC SAFE reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Contractor

The award, if an award is made, will be to the responsible Bidder, whose "Typical Month Bid Price" in *Appendix B, Bid Form*, conforming in all material respects to the terms and conditions of this IFB, is the lowest in price for the work requested.

5. One Bid

If MTC SAFE receives only one bid and that bid is made on terms differing from those set forth herein, MTC SAFE may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Contractor on the grounds that MTC SAFE procedures, the provisions of this IFB, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by submitting to the Project Manager a written explanation of the basis for protest no later than 4:00 p.m. on the third working day after the date on which the contract is authorized by MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC SAFE review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting bidder wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third working day after receipt of written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

MTC SAFE's decision to award a contract to a Contractor shall be conditioned upon the expiration of the protest period or if a protest is filed, the issuance of a written response to the protest by the Executive Director.

II. GENERAL CONDITIONS

A. Independent Contractor

Contractor is an independent contractor and not an employee or agent of MTC SAFE and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

B. Changes to Purchase Order

Any changes to the terms of the Purchase Order shall require a written amendment to the purchase order, signed by the MTC SAFE Executive Director or a designated representative and Contractor. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

C. Termination

1. Termination for Convenience

MTC SAFE may, by written notice stating the extent and effective date, terminate its contract with the Contractor for convenience in whole or in part, at any time. MTC SAFE shall pay the Contractor as full compensation for performance until such termination: the pro rata price for the period of performance up to the time of termination and reasonable termination costs. In no event shall MTC SAFE be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Contractor becomes insolvent, assigns or subcontracts the work without MTC SAFE approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC SAFE within the ten (10) day period, the Contract shall be deemed terminated for default.

MTC SAFE shall pay the Contractor as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by MTC SAFE to correct or complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

Should Contract be deemed terminated for default, Contractor may not submit a bid or a proposal on the same project that it defaulted on should MTC SAFE rerelease the project.

If it is determined by MTC SAFE that Contractor's failure to perform resulted from unforeseeable causes beyond the control of Contractor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Contractor, MTC SAFE, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

D. Indemnity

Contractor agrees to indemnify, and hold MTC SAFE, MTC, their commissioners, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability, (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act, or failure to act of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Contractor agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against MTC SAFE, MTC, their commissioners, officers, agents, and employees, or any of them arising out of such acts or failure to act, and to pay and satisfy any resulting judgments.

E. Assignment

The Contractor shall not assign any right, duty or responsibility in this contract without the prior written consent of MTC SAFE thereto; provided however, that claims for money due or to become due to Contractor from MTC SAFE under this Contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to MTC SAFE, and any such assignment shall be subject to all authorized withholdings in favor of MTC SAFE.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

G. Prohibited Intent

No member, officer or employee of MTC SAFE during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

H. Cooperation Between Contractors

MTC SAFE reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MTC SAFE from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

III. SPECIAL CONDITIONS

A. Minimum Qualifications

To be eligible to submit a bid, a bidder must have;

- 1) An office located within the nine San Francisco Bay Area counties where supplies are stored and repairs will be made, as necessary;
- 2) An established call box maintenance system to record and track call box repairs and other archived data. The same system must also communicate with each call box in the MTC SAFE system for diagnostic checks and reporting of issues;
- 3) A currently employed day-to-day lead technician responsible for communicating issues with the MTC SAFE project manager who has more than two (2) years of call box management experience and whose time is at least 50% dedicated to the MTC SAFE project;
- 4) At least five (5) years of experience maintaining roadside equipment with similar technology of which three (3) years must be experience in maintaining a call box system.

Bidders will be required to verify these qualifications prior to the award of contract.

Other Qualifications

In addition to the qualifications listed above bidders must have current knowledge of Call Box guidelines and Americans with Disabilities Act (ADA) requirements.

B. Period of Performance

Contractor shall perform call box site improvements and modifications from start of contract on July 1, 2010 and shall complete improvements by June 30, 2011.

C. Subcontractors

Bidders may subcontract portions of the work to be performed under the contract but must notify MTC SAFE of the subcontracted work. Bidders shall be held responsible for all work conducted through a subcontractor.

D. Inspection and Acceptance by MTC SAFE

1. Inspection

All performance, which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services shall be subject to inspection and test by MTC SAFE or its designated inspector at all times during the term of the contract. The Contractor shall provide adequate cooperation to the Inspector assigned by MTC SAFE to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided.

2. Acceptance

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, MTC SAFE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount, prior to acceptance. When the services to be performed are of such nature that the difference cannot be corrected, MTC SAFE shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the price to reflect the reduced value of the services performed.

In the event that Contractor fails to perform the services promptly or take necessary steps to ensure future performances of the service in conformity with the specifications and requirements of the contract, MTC SAFE shall have the right (1) to terminate these contract for default as provided above and (2) by contract or otherwise to have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to MTC SAFE that is directly related to the performance of such services.

E. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC SAFE: Attention: Stefanie Pow, Project Manager
MTC SAFE
101 - 8th Street
Oakland, CA 94607-4700
Fax: 510.817-5848
Email: <spow@mtc.ca.gov>

To Contractor: Signator of Bid form
Address on Bid Form
Address on Bid Form
Fax number on Bid Form
Email address on Bid Form

F. Guaranty

The Contractor guarantees that the services will be performed in a professional manner by qualified personnel. Upon receiving notification from MTC SAFE that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to MTC SAFE, and to MTC SAFE's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by MTC SAFE or modifications not executed by the Contractor. The Contractor guarantees to arrive promptly at the date and time scheduled with the MTC SAFE Project Manager prepared to perform the tasks as specified in *Appendix A-1, Scope of Work*.

G. Scheduling

Contractor shall not commence any work until a meeting between the Contractors and MTC SAFE's Project Manager is held. The meeting will be held at a time and date to be established by the MTC SAFE Project Manager. No work will be done unless authorized by the MTC SAFE Project Manager.

H. Contract Arrangements

MTC SAFE shall issue a Purchase Order (PO) to the successful Contractor that shall incorporate this IFB, the Contractor's bid, and all terms and conditions set forth in the PO. General Conditions of the MTC SAFE PO are included in this IFB as *Appendix F*.

I. Examination of Specifications and Sites

Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that a Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

J. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract the Contractor shall immediately bring it to the attention of the MTC SAFE Project Manager. The Contractor shall be responsible for the protection of all employees, existing equipment, furniture, or utilities encountered within the work area.

K. Cost Estimation

It is the responsibility of the bidder to make all estimates (labor hours, materials, etc.) to determine his/her bid price to complete the work specified under this IFB. MTC SAFE shall not be held accountable for differences to the estimates provided in *Appendix B, Bid Form*.

L. Supplies

Contractor is to provide all necessary supplies and to include the costs of such supplies in its bid.

M. Insurance

Note: These insurance requirements are additional requirements to the Purchase Order Terms and Conditions, listed in *Appendix F*, and Contractor must fully comply with the requirements listed below.

1. **Minimum Coverage:** Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

1.1 Workers' Compensation insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees.

1.2 Commercial General Liability insurance for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.

1.3 Business Automobile insurance for all automobiles owned, used or maintained by Contractor and Contractor officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.

1.4 Property Insurance. Contractor at Contractor's expense shall obtain a policy or policies of insurance covering loss or damage, including loss of use, to any and all MTC

SAFE real, personal and intellectual property, notwithstanding such property being in the care, custody or control of the Contractor, in an amount equal to the full replacement value thereof, as same may exist from time to time. Coverage shall be secured for the life of the project, within the definition, "All Risk," or "Special Form," and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause, the Contractor shall be also liable for the deductible.

1.6 Umbrella. Contractor will carry umbrella insurance in the amount of \$2,000,000 that provides excess limits over Employers Liability, Auto Liability, and General Liability as outlined above.

2. **Deductibles:** Any deductibles or self-insurance retentions over \$25,000 are subject to the approval of MTC SAFE.
3. **Notice of Termination:** All Contractor policies shall provide that the insurance carrier shall give written notice to MTC SAFE at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC SAFE and any other additional insured.
4. **Additional Provisions:** Each policy or policies of insurance described in Paragraph 1.2, Commercial General Liability Insurance, above shall contain the following provisions:
 - 4.1. Inclusion of MTC SAFE, its directors, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
 - 4.2. Endorsement providing that such insurance is primary insurance and no insurance of MTC SAFE will be called on to contribute to a loss.
5. **Certificates of Insurance:** Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC SAFE Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC SAFE, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.
6. **Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Section II, Paragraph D, Indemnity, above.
7. **Subcontractor's Insurance:** Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC SAFE Project Manager.

N. Injury Prevention

As part of MTC SAFE's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC SAFE with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work. In addition, if any of the work ordered under *Appendix A-1 Article IV, Special Projects* is

considered a “public work”, Contractor shall comply with California Labor Code Sections 1774 and 1775 with respect to prevailing wages.

APPENDIX A-1

Scope of Work

I. GENERAL CONDITIONS

A. Work to be Done

Contractor shall perform all work necessary to maintain the MTC SAFE motorist aid call box system in a satisfactory manner. No tasks detailed in this section shall be performed by subcontractors other than those listed in *Appendix E* and without the prior consent from MTC SAFE Project Manager. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the services for the rates described in *Appendix A-2, Payment Schedule*. All work done shall be in compliance with the CHP/Caltrans Call Box Guidelines and the American Disabilities Act (ADA) regulation.

B. Plans and Specifications

Contractor shall keep at the field office a copy of all plans and specifications to which MTC SAFE shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by Contractor in the field office and be available for review by the MTC SAFE Project Manager or MTC SAFE designated representative.

C. Rights of Entry and Permits

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at the cost of Contractor.

D. Materials and Workmanship

All materials, parts and equipment furnished by Contractor shall be of high grade and free from defects. Replacement enclosures provided by Contractor shall not be of lesser quality as measured by paint brightness, and aluminum and/or coating integrity and shall be guaranteed by Contractor against corrosion and fading for the term of the of the purchase order contract resulting from this IFB. Contractor shall warrant all other materials and parts provided or refurbished by Contractor for one (1) year from date of installation. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions. Materials and work quality shall be subject to the MTC SAFE Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use.

E. Labor

Only competent workers shall be employed to perform tasks under this *Appendix A-1*. Any person found by MTC SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services. Contractor shall be solely responsible for any and all services performed under the purchase order contract resulting from this IFB by its employees and/or subcontractors. Contractor shall enforce strict discipline and good order to ensure that all work is carried out promptly and with due diligence.

F. Inspection

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the MTC SAFE Project Manager or a designated representative. Any MTC SAFE authorized representative shall have access to the field office. Approval by the MTC SAFE Project Manager that services meet required performance measures shall precede issuance of yearly performance adjustments, described in *Appendix A-2, Payment Schedule*.

G. Condition of Site

Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). Materials and equipment brought to the site such as cones, ladders, etc. for the specific purpose of repair, shall be removed from the call box site immediately or as soon as the materials, tools, and equipments are no longer needed.

H. Items or Activities to be Performed by Others

Maintenance of the SCADA communication system, AC power, electrical signs or equipment that are part of the Caltrans-owned infrastructure shall be performed by others but may require Contractor to coordinate such activities with Caltrans and its contractor.

I. Reuse of Parts:

Contractor shall reuse parts that have been damaged or replaced assuming Contractor has repaired the parts, and/or ensures that functionality is not degraded and the integrity of the component is not compromised. Contractor shall utilize MTC SAFE's removed inventory currently located in the Caltrans storage to replace parts and repair call boxes before purchasing parts.

J. Reserve Inventory

Contractor is required to maintain a sufficient quantity of call box equipment, parts, and materials in stock in their Bay Area field office to fulfill the requirements of this *Appendix A-1*.

K. Storage of Materials

Contractor shall store call box housings, electronics, poles, and other appurtenances either within their warehouse or within a MTC SAFE designated storage facility. Contractor shall be responsible for organizing supplies in an appropriate manner and may be requested to secure additional storage space should it be needed at the expense of MTC SAFE.

L. Communication

Contractor shall ensure that the lead field technician and staff have the necessary communication devices for interacting efficiently with the MTC SAFE Project Manager, other designated representatives, and partner agencies. The devices to be provided by Contractor must include, but are not limited to a cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

II. CALL BOX MAINTENANCE SYSTEM

A maintenance system is currently in place to monitor the MTC SAFE call box system whose information may need to be transferred to Contractor's maintenance system. MTC SAFE is responsible for obtaining all call box data and providing it to the successful Contractor. Contractor shall facilitate such transfer by working with MTC SAFE to format data accordingly.

Contractor shall not be compensated for maintenance tasks until the maintenance system is fully operational. MTC SAFE retains ownership of all files containing call box related data provided to Contractor. All such data shall be turned over to MTC SAFE at the termination of the purchase order contract resulting from this IFB.

All MTC SAFE call boxes shall be monitored by a maintenance system and each box shall make one (1) call every three (3) days into the system for a diagnostic check up. Contractor's maintenance system shall be compatible with the MTC SAFE call box communication devices. It is Contractor's responsibility to make any necessary changes to their maintenance system in order to perform the maintenance tasks described in this section with the MTC SAFE call boxes and the overall system. Contractor shall not change any devices in the call boxes to make them compatible with their maintenance system. Any changes and/or upgrades to the maintenance system shall be at the cost of Contractor. MTC SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the property of Contractor.

The maintenance system must record all work orders related to the call box system and other general information and specifications of each call box in the MTC SAFE system as specified in *Table 1* below. These work orders and along with call box related general information must be easily retrievable and able to download into an Excel® spreadsheet or similar program. All current and previous work orders must be accessible to the MTC SAFE project manager and its systems management consultant at any time. The systems management consultant monitors all repairs done each month, the timeliness of such repairs, and the number of times each call box calls into the maintenance system for the purposes of monitoring performance levels via the maintenance system.

Contractor shall meet with the MTC SAFE Project Manager immediately after award of contract to finalize the needs and the layout of the Call Box System Database and to determine appropriate access for MTC SAFE Project Manager and its designated representatives.

Table 1. Maintenance System Specifications

	Update When Site Changed	Update When Site Installed	Update with PM or CM Visit
Call Box Sign Number	✓	✓	
Original Install Date			
Automatic Number Identification (ANI)	✓	✓	
Electronic Serial Number (ESN)	✓	✓	
Mile Post Mark	✓	✓	
Pedestrian Pad Type	✓	✓	
Pedestrian Pad Size	✓	✓	
Site Type	✓	✓	
Retaining Wall Height (provide range)	✓	✓	
Path Size	✓	✓	
Handrail at Site?	✓	✓	
Direction Installed on Highway	✓	✓	
Text Description of Location	✓	✓	
Text Description of Best Access	✓	✓	
Dispatch Center Assigned to Answer Calls (CAC, CHP, etc)	✓	✓	

Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)	✓	✓	
Site Installation Date	✓	✓	
In Service or Out of Service	✓		
Removal Date	✓		
Reinstall Date	✓		
Mobile Identification Number (MIN) (Call Box Phone Number)	✓	✓	
User Telephone Number (Dispatch Center Number)	✓	✓	
Alarm Telephone Number	✓	✓	
Maintenance Telephone Number	✓	✓	
Install Notes-unusual installation notes	✓	✓	
Speech/Hearing Impaired Device Installed? Type?	✓	✓	
Call Connected Light Installed	✓	✓	
Smart Call Box Devices Installed? Type?	✓	✓	
Controller Card Type (e.g., "150", "SRC") and Version Number with Date of Installation	✓	✓	
Transceiver Type / Model with Date of Installation	✓	✓	
Dates of all Preventative Maintenance (PM) Visits to Site	✓		✓
Dates and Descriptions of all Corrective Maintenance (CM) or Above Agreement Activities at Site	✓		✓
Work Order Numbers for all CM activities at Site	✓		✓
Digital Site Photographs	✓	✓	

In addition to the general specifications of each call boxes listed in the table above, the maintenance system database shall include, at a minimum, the following maintenance information on the call box system:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed;
- Description of preventative maintenance visits including the call box sign number, date and time of visit, and description of work performed;
- Description of all other site work listed in Section III which include Task C through Task E. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

Contractor shall furnish their own digital camera, GPS devices, and other devices or equipment necessary to provide the above information in the maintenance system. Contractor shall keep the maintenance system updated and current to prevent misinformation. Any issues arising from the general upkeep of the system shall be immediately reported to the Project Manager and systems management consultant.

III. CALL BOX MAINTENANCE TASKS

Contractor shall perform the following six (6) specific tasks routinely throughout the term of the purchase order contract resulting from this IFB. Some bridge and all tunnel/tube call boxes require night work and lane or bore closures and must be worked around Caltrans schedule. Contractor shall contact Caltrans to request lane closures no more than 24 hours from notification of needed repairs and shall notify the MTC SAFE Project Manager of such

upcoming work. Changes to scheduled closures on bridges, tunnels, or tubes shall be made no later than two (2) days from scheduled date. Compensation for all work is described in *Appendix A-2, Payment Schedule*.

Some call box repairs and maintenance tasks listed hereafter may need to be performed immediately if the repair needed is presenting a potential hazard or if call box components are broken off and in the way of traffic. Should Contractor need to pick up broken off parts, Contractor shall also repair that damaged call box at the same time to minimize the number of trips needed to repair the call box, to the extent reasonable.

Task A. Corrective Maintenance

Contractor shall perform corrective maintenance as needed on all call boxes. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (solar panel, not applicable to the call boxes on the bridges or in the tunnels and tubes) and the interface with the cellular system. Contractor shall use MTC SAFE inventory, when applicable, to make such repairs. Corrective maintenance requires that Contractor be accessible to the call box call answering center (CAC) and CHP to report non-operational call boxes.

Upon notification that a call box is out of service from CHP, CAC, MTC SAFE, or the maintenance computer, Contractor shall determine the cause and take the necessary action to restore it to good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of corrective maintenance that were reported, excluding bridge or tunnel call boxes, shall be completed by 1700 hours on the second full workday following the repair request, regardless of whether foundation work is required. Contractor shall provide sufficient management and field staff to perform repairs on call boxes within the established time periods. Should Contractor not be able to meet this specified timeframe, Contractor must notify MTC SAFE project manager in writing and the reasons why such repairs shall be delayed.

1. Bridge Call Boxes

Contractor shall conduct all tasks mentioned above as needed on bridge call boxes excluding the SCADA communication system or AC power. Contractor may need to work in cooperation with Caltrans to resolve issues affecting the bridge call boxes. Repair work on bridges without shoulders require lane closures and possible night work, which shall be coordinated by Contractor with Caltrans at the earliest opportunity but no more than 24 hours from notification of the event.

2. Tunnel and Tube Call Boxes

Contractor shall conduct all tasks mentioned above as needed on tunnel and tube call boxes excluding the SCADA communication system, AC power, or illuminated call box signs. All corrective maintenance work in the tunnels or tubes must be coordinated with Caltrans' personnel at the Caldecott Tunnel to schedule bore closures at the earliest opportunity but no more than 24 hours from notification of events. Should Contractor notice failures of the AC power supply or SCADA communication system, Contractor must notify the MTC SAFE Project Manager and Caltrans immediately. Contractor may be involved with work related to the SCADA system, AC power, or call box signs should it affect the call boxes.

Task B. Preventative Maintenance

Contractor shall perform the following preventative maintenance tasks necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the MTC SAFE Project Manager any unusual findings made while performing preventative maintenance or make recommendations for corrections to call boxes that frequently require preventative maintenance. Some preventative needs may be reported by the MTC SAFE Project Manager or its designated representatives and shall be addressed by Contractor on preventative maintenance visits.

Contractor shall use preventative maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. Call boxes requiring a housing exchange shall be back in service no later than 1700 hours on the second full work day from when call box housing was first removed. Swapping of aluminum call boxes with Lexan call boxes may be necessary for call boxes demonstrating high corrosiveness but shall be approved by the MTC SAFE project manager.

Contractor shall perform the following preventative maintenance tasks at least two (2) times annually for all call boxes, except the bridge and tunnel/tube call boxes:

- Cleaning, sanding off rust and painting of call box housings as necessary (see below);
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Removal of items not part of call box such as stickers and garbage bags
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check outer door, handset and illumination for proper operation;
 - Check call connect light;
 - Check hook switch; and
 - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Repair of the pedestrian pad and other site material including retaining walls;
- Inspection of path for wear and tear or vandalism;
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;
- Adjustment of call box components that have been shifted including pedestrian pad, signs, retaining wall, and poles; and
- Replacement of faded call box blue sign and missing letter and number stickers.

1. Bridge Call Boxes

Contractor shall perform the following preventative maintenance tasks on bridge call boxes at least two (2) times annually:

- Cleaning and painting of call box housings as necessary;
- Checking call box housing door, magnet, and spring especially on bridges with strong winds;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check outer door, handset and illumination for proper operation;
 - Check call connect light;
 - Check AC power connectivity;
 - Check optoisolator
 - Check strobe light;
 - Check hook switch; and
 - Check cellular antennae and cable.
- Cleaning and bolt tightening for the call box sign;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard for functionality and keeping both clean.
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on concrete rails.

2. Tunnels and Tubes

Contractor shall perform a preventative maintenance field visit to the tunnel/tube call boxes at least three (3) times annually. Preventative maintenance shall be scheduled in approximate ten week intervals. The preventative maintenance activities shall include but shall not be limited to the following tasks:

- Cleaning and painting of call box housings as necessary;
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of electrical wiring between the call box and associated sign;
- Operational check of the call box controls and system operational sequence including:
 - Removal of faceplate (as necessary);
 - Perform test calls;
 - Check AC power connectivity
 - Check batteries (as necessary);
 - Check outer door, handset and illumination for proper operation;
 - Check hook switch;
 - Check call connect light and TTY; and
 - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes debris removal);
- Check of the Bay Bridge call answer computer functionality including whether the database is up-to-date;
- Replacement of harnesses; and

- Inspection of the call box mounting pedestals or other devices used for mounting the call boxes on tunnel walls

Task C. Knockdown and Vandalism Repairs

1. Knockdown Repairs

Knockdown repairs shall be defined as services conducted by Contractor to restore call boxes to full operability after being knocked down by vehicle collision or other such causes. Contractor shall make work orders and other related information on a knocked down call box readily available to MTC SAFE and/or its designated representative to assist in knockdown recovery efforts.

2. Vandalism Repairs

Vandalism repairs shall be defined as services conducted by Contractor to repair call boxes, their sites or their components damaged as a result of vandalism, willful acts, or other such causes (including insect intrusion). Such tasks shall include but not limited to: replacing broken outer door, repairing ripped handset, removing graffiti from signs, and repairing damaged site material (pads, retaining walls, etc.).

All work under Task C must be completed by 1700 hours on the second full workday from notification regardless of whether foundation work is needed. Knockdowns or vandalism to bridge call boxes that require lane closure with Caltrans shall be scheduled at the earliest opportunity and no more than 24 hours from notification of event. In some cases, knockdown and vandalism may present a potential hazard and repairs may be needed as soon as possible. MTC SAFE or its partner agencies shall notify Contractor of such events.

Task D. Removal and Installation

1. Temporary Removals

At the request of MTC SAFE or Caltrans, Contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects that come into conflict with MTC SAFE call boxes. Whenever possible MTC SAFE will give one (1) weeks advance notice to Contractor of upcoming temporary removal but in special cases removals may be required immediately. MTC SAFE retains ownership of call boxes authorized for removal, and Contractor shall store removed boxes at their location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, deactivation of long term temporary removals, and storage of call boxes as requested by Caltrans or MTC SAFE. Contractor shall also maintain proper inventory documentation. In some cases, Contractor may need to pick up boxes that are temporarily removed by Caltrans or its contractor at off site locations. Coordination for pick up shall be the responsibility of Contractor.

2. Reinstallation/Relocation

Once construction project is complete and the temporary removal is no longer necessary, Contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation, and reactivation. Contractor shall have the call box back in service within three (3) weeks of when Contractor is notified of reinstallation. Some construction projects may cause the call box to be permanently inaccessible. In such cases, Contractor shall recommend relocation of the call box to the MTC SAFE Project Manager for approval.

In other cases, call boxes may need to be relocated due to hazards or other reasons and shall be coordinated by Contractor. Should the call box be relocated to a location that changes the sign

number of the call box, the work shall be considered a removal and a relocation. Contractor shall notify MTC SAFE Project Manager, systems management consultant, CAC, and CHP immediately of changes to the sign number, phone number, and/or location information and shall reflect changes in the maintenance system within 24 hours of relocation.

3. Permanent Removal

At the request of MTC SAFE, Contractor shall remove call boxes permanently from the system. Such removals may be necessary throughout the term of the contract due to safety issues and other requests from partner agencies. Contractor shall be responsible for all permanent removal activity including the cancellation of phone numbers with service provider. Permanently removed call boxes shall be returned to MTC SAFE's inventory.

4. New Installation

At the request of MTC SAFE, Contractor shall install new call boxes. Contractor shall make recommendations on site type and telecommunication service (landline or cellular) and get approval from MTC SAFE Project Manager before installing call box. Contractor shall be responsible for all coordination work which may include: permitting with local agencies or testing of cell signal with service provider. CAC, CHP, and the systems management consultant shall be notified of all new installations no more than 24 hours from installations along with the call box information including phone number, ANI, and location.

Task E. Third Party Incidents

Call box failures due to third party contractors such as telecommunication service providers or Caltrans contractors shall be repaired by Contractor. Contractor shall take the necessary steps to restore the call box to operability which may require coordination with the third party contractor. Work under Task E may include but not limited to: repair of SCADA components on bridge call boxes due to Caltrans contractor, conversion of call boxes to landline service due to weak cell signal (may include relocation), and upgrade of existing antenna to accommodate changes in cellular system.

Failure of call boxes due to third party contractors may leave call boxes out of service for several days. In these situations, Contractor shall notify the MTC SAFE Project Manager immediately and have the call box bagged until call box is fully operational.

Task F. Administrative Tasks

Contractor shall be responsible for routine administrative tasks detailed below to facilitate the performance of the services to be provided under the purchase order contract resulting from this IFB.

1. Meetings, Field Surveys, and Correspondences

Contractor shall attend meetings and conduct field surveys that relate to the call box system as requested by the MTC SAFE Project Manager. Contractor shall respond to written and email inquiries regarding the call box system submitted by MTC SAFE Project Manager or its partners in a timely manner. Correspondences with the systems management consultant, private call answering center, call box inspector, cellular service provider and other MTC SAFE contractors may be required to resolve issues related to the call box system. At the reasonable request of the MTC SAFE Project Manager, plans, drawings, maps, and other documents shall be provided by Contractor to MTC SAFE at no additional cost to MTC SAFE unless such plans or documents requires resources beyond the scope of this Agreement.

2. Right of Way/Entry Permits

Contractor shall be responsible for obtaining the appropriate permits required to maintain the MTC SAFE call box system. Contractor shall prepare and submit encroachment permit applications to the appropriate authorizing agent and shall be the primary point of contact for permit issues related to the call box system. Any cost incurred in obtaining such permits shall be at the expense of Contractor.

3. Inventory and Supplies

Contractor shall be responsible for the general upkeep of the MTC SAFE call box storage including tracking inventory of supplies, disposing of obsolete and irreparable parts, and organizing of components within the storage facility. MTC SAFE occasionally sells used call box supplies to other vendors and may request Contractor to coordinate sale and delivery of such supplies.

4. System Management Maintenance

Contractor shall maintain and frequently update the call box maintenance system to reflect changes to the call box system and information on maintenance tasks. Contractor shall also make changes to the maintenance system at the request of the MTC SAFE Project Manager. Any changes to the phone number, automatic number identification (ANI), or location must be updated within 48 hours of the change in the maintenance system and shall be reported to the Project Manager, systems management consultant, CHP, and the private CAC. Work orders for any of the tasks listed in Section III shall be updated in the maintenance system no later than one (1) week from when work order is complete.

A database containing the current system's specifications as listed in *Table 1* below shall be sent to MTC SAFE Project Manager on the second Monday of each month. The System Installed Report must be in a Microsoft Excel® or Access® compatible file.

Table 1. System Installed Report Specifications

1.	Active Call Box / Sign Number (bridge and tunnel call boxes listed separately)
2.	Temporarily Removed Call Box / Sign Number
3.	Automatic Number Identification (ANI)
4.	Mobile Identification Number (MIN) (Call Box Phone Number)
5.	Site Type
6.	Presence of pad, path, retaining wall, handrails, or other special components
7.	Direction Installed on Highway
8.	Telecommunication service provider (landline or digital cellular)

IV. SPECIAL PROJECTS

Contractor may be requested to conduct special projects during the term of the Agreement as it relates to the call box system. Special projects may include but are not limited to: special site

evaluations related to the call box system and/or repair work beyond the scope of this Agreement in unforeseeable events.

All tasks under this Section will be initiated through MTC SAFE issued Task Orders. The standard MTC SAFE task order is attached as *Appendix A-4, Standard MTC SAFE Task Order Form*.

APPENDIX A-2, Payment Schedule

I. COMPENSATION FOR SERVICES

All tasks detailed in *Appendix A-1, Scope of Work* performed by Contractor shall be compensated on a monthly basis at the rates listed in *Appendix B, Bid Form*. Task A, corrective maintenance, Task B, preventative maintenance and Task C, knockdown and vandalism repairs shall be subject to the performance measures summarized in *Table 1*. All flat rates are firm fixed sums including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

Should the contract be extended for additional years, the flat rate prices for each task shall be increased by 3% each year the contract is extended.

Task A, Corrective Maintenance

Contractor shall be compensated a performance based flat rate for each call box in-service in the month for corrective maintenance as defined in *Appendix A-1, Section III*, regardless of how many repairs are actually done. An in-service call box is defined as a call box making its scheduled diagnostic check up call into the maintenance system.

Task B, Preventative Maintenance

Contractor shall be compensated a performance based flat rate for each call box that Contractor visits to perform preventative repairs, as defined in *Appendix A-1, Section III*

Task C, Knockdown and Vandalism Repairs

Contractor shall be compensated a performance based flat rate for each call box Contractor repairs due to knockdown and/or vandalism *Appendix A-1, Section III*. Should Contractor need to make one trip to recover the knocked down call box because it is causing an obstruction and a separate trip to perform the repairs, Contractor shall be compensated twice. However, Contractor shall, to the extent feasible, minimize the number of trips needed to conduct knockdown and vandalism repairs.

Task D, Removal and Installation

Contractor shall be compensated a flat rate for each removal and/or installation as defined in *Appendix A-1, Section III*. For relocation of call boxes that causes a change in number sign, Contractor shall be compensated twice.

Task E, Third Party Incidents

Contractor shall be compensated a flat rate for each call box repaired due to the failure of third party components or services as defined in *Appendix A-1, Section III*.

Task F, Administrative Tasks

Contractor shall be compensated a flat rate each month to provide services defined as administrative tasks in *Appendix A-1, Section III*.

Special Projects

Should a task order be issued to Contractor to provide services under Special Projects in *Appendix A-1*, Section IV, the task order shall not exceed \$30,000. The task order may be paid through time and materials or a lump sum depending on the type of work.

II. PERFORMANCE MEASURES

Flat rates paid to Contractor for Task A, corrective maintenance, Task B, preventative maintenance, and Task C, knockdown and vandalism repairs are subject to the following performance measures, as summarized in *Table 1*.

A. System Operation and Site Condition

MTC SAFE staff or a designated representative will visit several (as many as 50 call boxes) random call boxes per month to test operations and inspect site conditions. The system operation and site condition test locations will be chosen at random. The operational tests will consist of the following:

- Placing calls to CAC and testing sound quality of connection;
- Testing add-on components (e.g., TTY);
- Testing call connect light and sonalert device (if applicable); and
- Visual inspection of site (includes check for vandalism/graffiti, color brightness of call box, integrity of aluminum housing, check for excessive debris or weeds on pad/path, and condition of pads/path).

Appendix A-5, Call Box Inspection Form provides a copy of the inspection form for use in the system operation and site condition check.

B. System Call-In Performance

Each call box shall be programmed to call-in once every three (3) days. The system call-in performance shall be rated by the percentage of installed call boxes that make their established number of monthly maintenance calls.

C. Timeliness of Corrective and Non-Preventative Repairs

This measure will rate Contractor on the timeliness of completing call box repairs by 1700 hours on the second full workday following notification regardless of whether foundation work is required. Bridge and tunnel call box repairs are excluded from this performance measure. Contractor shall use computer generated, time and date stamped trouble tickets as well as maintenance management reports of time and date of forced maintenance calls for reporting timeliness of call box repairs.

Table 1. Performance Level Summary

Performance Levels that Determine Per Box Compensation for Task A, Task B, and Task C			
Performance Measure	Level 1	Level 2	Level 3
System Operation and Site Condition Check	85% - 89% of sites pass inspection	90% - 95% of sites pass inspection	96% - 100% of sites pass inspection
System Call-In Performance	84 – 89% of call boxes meet required call-in measure.	90 – 95% of call boxes meet required call-in measure.	96 – 100% of call boxes meet required call-in measure.
Timeliness of Repairs	84 – 89% of repairs occur within required time period.	90 – 95% of repairs occur within required time period.	96 – 100% of repairs occur within required time period.
Point Assignment: Each Measure Within Level	1 points	2 points	3 points
Performance Level: Aggregate Points Needed	3	4-8	9
Price per call box	- 5% of Level 2	Default Level 2	+5% of Level 2

Contractor shall be assigned points monthly as follows:

For each measure falling within Level 1 -- 1 point is assigned to the measure;
For each measure falling within Level 2 -- 2 points are assigned to the measure;
For each measure falling within Level 3 -- 3 points are assigned to that measure.

The three performance measures shall then be aggregated to determine overall performance levels, as follows:

- Overall Performance Level 1 – A total of 0 – 3 points
- Overall Performance Level 2 – Between 4 and 8 points total;
- Overall Performance Level 3 – A total of 9 points

Contractor shall be compensated monthly for Task A, Task B, and Task C in accordance to the price associated with the overall performance level Contractor achieves for that month.

Contractor shall bill monthly at the Level 2 rate which is the default rate for Task A, Task B, and Task C. Should Contractor achieve an overall performance level of Level 1, Contractor shall be paid 5% less the Level 2 for each task. Should Contractor achieve an overall performance level of Level 3, Contractor shall be paid 5% more the Level 2 rate for each task. Price adjustments for meeting levels 1 or 3 shall be settled quarterly as described in Section III below.

Should Contractor's performance fall below any of the individual measures outlined in Level 1 (e.g. less than 84% of repairs done in a timely manner, less than 84% of system call-in performance within established boundaries and less than 85% of sites pass inspection), Contractor shall be paid at Level 1. Should performance fall below Level 1 for two consecutive months, MTC SAFE and Contractor shall enter into discussions to renegotiate rates or request reimbursement to account for undesirable Contractor performance. Should below Level 1 performance persist for 3 consecutive months, MTC SAFE and Contractor may enter into Termination of Default discussions.

III. INVOICING

Contractor shall invoice MTC SAFE on a monthly basis. Contractor shall include a one page invoice detailing the work performed in that month categorized by County and by Task as shown in *Appendix A-3*. Work orders must be submitted for all work done in the month.

At the end of each MTC SAFE quarter (last day of September, December, March, and June), Contractor shall submit quarterly performance adjustment reports showing levels achieved, amount invoiced for the three months and amount owed to Contractor or MTC SAFE. If amounts are owed to MTC SAFE, amounts shall be deducted from the next invoice.

APPENDIX A-3
Sample Invoice

Invoice #: 01234567
Contract #: CO0123

Call Box Maintenance
March 2010

Counties	Task A CM	Task B PM	Task C Knockdowns Vandalism	Task D Removals Reinstallations	Task E Third Party	County Total
Alameda	1 repair					\$
Marin						
San Francisco						
Santa Clara						
Sonoma						
Contra Costa						
Napa						
San Mateo						
Solano						
Unit Price (Level 2)	\$	\$	\$	\$	\$	
Total Price	\$	\$	\$	\$	\$	\$
Total for March 2010						\$

**Appendix A-4,
Standard MTC SAFE Task Order Form**

1. Task Order No. (include FY)	
2. Title of Task:	
3. Description of work:	Summarize key task expectations.
4. Original Maximum Payment:	\$30,000
5. Amended Maximum Payment:	<i>Include each amendment to maximum payment, by amendment number, for particular fiscal year.</i>
6. Schedule and Completion Date:	
8. Payment terms:	

Payment Terms

Time and Materials (*specify hourly rate for applicable personnel and/or expenses*).

<u>Tasks</u>	<u>Total Cost</u>
A.	
B.	
C.	
Total:	

MTC SAFE

Contractor

Stefanie Pow, Project Manager

Name, Position

Date:

Date:

Albert Yee, Section Director

Date:

Denise Rodrigues, Contract Administrator

Date:

(insert TO pathname)

APPENDIX A-5, Call Box Inspection Form

SIGN NUMBER:		SITE TYPE:	
DATE OF INSPECTION:			
TIME OF INSPECTION:			
OVERALL SITE:	PASS / FAIL (PASS = 93% OR GREATER OF TOTAL POINTS)		
NOTES:			

High – 8 Points	Yes	No	Comments
Full duplex communication is established			
Audio quality good			
Call box orientation correct			
Outer door functions properly			
Housing parts and sign secure on pole/wall			
Pole secure in ground			
Handset is hearing aid compatible			
TTY device operational			
Solar panel hardware not severely damaged			

Medium – 4 Points	Yes	No	Comments
User instruction attached			
Call box terminates correctly			
Face plate secure			
Sonalert audible			
Sonalert terminates properly			
Handrail installed properly			
Site not obstructed			
Site retaining wall stable			
Path/pad not damaged or hazardous			
Call connect light functions			
Solar panel correctly oriented and clear			

Low – 2 Points	Yes	No	Comments
Call box enclosure not severely faded or corroded			
Yellow anti-theft label attached			
Weep hole clear			
Breakaway base orientation correct			
Reach complies with specs for site type			
Distance between pad and breakaway is 2-4"			
Pad aligned correctly			
Opposite box pairing within limits			
Site clear of debris			
No graffiti on site			

APPENDIX B, Bid Form

Bidders shall list their unit prices based on the estimates provided for each task in the table below. It is the bidder's responsibility to bid reasonably and account for fluctuations in the number of actual repairs and in-service call boxes which vary from month to month. The cost in the "Typical Month Bid Price" box is used as comparison only to select a successful Bidder and is not the actual compensation amount for services. The prices in the "Unit Price" column will be the final price for each respective task in the purchase order contract resulting from this IFB and shall be honored by Bidder for the term of the contract. Should the contract be extended, each unit price shall be increased by 3% each year the contract is extended.

The quantity for Task A, corrective maintenance is an estimate of the number of call boxes in service each month. Quantities for Task B through E are an estimate of repairs each month the Bidder may perform. The estimated quantities are for evaluation purposes only. Unit price for Task F, administrative task is a flat rate for the month. Unit prices for Task A, corrective maintenance, Task B, preventative maintenance, and Task C, knockdown and vandalism repairs are the default Level 2 price. Further detail in compensation method can be found in *Appendix A-2, Payment Schedule*. All prices are firm fixed sums including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

Monthly Tasks	Quantity	Unit Price	Extended Price
Task A – Corrective Maintenance	2,300	\$ (default Level 2)	\$
Task B – Preventative Maintenance	380	\$ (default Level 2)	\$
Task C – Vandalism/Knockdown Repairs	25	\$ (default Level 2)	\$
Task D – Removal and Installation	25	\$	\$
Task E – Third Party Incidents	30	\$	\$
Task F- Administrative Tasks	1	\$	\$
TYPICAL MONTH BID PRICE			\$

Minimum Qualifications: Check either yes or no	<u>Yes</u>	<u>No</u>
Does your firm have an office located within the nine San Francisco Bay Area counties where supplies are stored and repairs will be made, as necessary?		
Does your firm have an established call box maintenance system to record and track call box repairs and other archived data? Does the same system have the capability to communicate with each call box in the MTC SAFE system for diagnostic checks and reporting of issues?		
Does your firm currently employ a lead technician with more than two (2) years of call box management experience, whose time will be 50% dedicated to the MTC SAFE project who will be responsible for communicating issues with the MTC SAFE project manager?		
Does your firm have at least five (5) years of experience maintaining roadside equipment with similar technology of which three (3) years must be experience in maintaining a call box system?		

Signature of Authorizing Official:	
Name of Bidding Company	
Address	
Phone Number	
Fax Number	
Email	
License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

NON-COLLUSION DECLARATION:

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, declares that he or she is
(Bidder's Name)

_____ of _____,
(Title) (Company's Name)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Type/Print Appropriate Name, Title

Signature

Date

**APPENDIX C,
Reference Form**

Name of Bidding Company _____
Representative Name & Title _____
Phone Number _____

References must not be relatives of the Bidder's representatives or owners. The references given must be for clients with contracts of a similar work scope to this project. References given must be for clients which will provide references which satisfy the minimum requirements detailed in the Invitation For Bids, Letter of Invitation. Only those references listed below shall be contacted. It is the Bidder's sole responsibility to list reliable and responsive references.

Contractor's References (Provide 3 clients)

1. Client's Name

Service Provided _____
Contact Person/Title _____
Address _____
City & Zip Code _____
Phone Number & Email _____

2. Client's Name

Service Provided _____
Contact Person/Title _____
Address _____
City & Zip Code _____
Phone Number & Email _____

3. Client's Name

Services Provided _____
Contact Person/Title _____
Address _____
City & Zip Code _____
Phone Number & Email _____

APPENDIX D
Key Personnel Assignments

	<u>Staff Name</u>	<u>Title/Project Task</u>	<u>Estimated Hours</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	TOTAL		

APPENDIX E
Subcontractor List

	<u>Name/address of subcontractor</u>	<u>Description of Work</u>	<u>Estimated hours of work</u>
1.			

**APPENDIX F,
General Conditions for MTC SAFE Purchase Orders**

1. DEFINITIONS

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
- c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the

cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.

- b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

APPENDIX F-1, Insurance Requirements

Minimum Insurance Coverages. CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC SAFE's notice to firm that it is the successful bidder.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC SAFE, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$2,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Property Insurance</u> covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC SAFE (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such

policy shall contain a Waiver of Subrogation in favor of MTC SAFE. If such insurance coverage has a deductible, the CONTRACTOR shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful bidder.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE's attention no later than the date for protesting IFB provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this IFB, compliance with the insurance requirements will be assumed.